

LIMITED PARTS AND REPLACEMENT

# 12 Month Warranty



Clark Core Services, LLC ("Company") warrants all new eligible Tre Spade Products will be free of any manufacturing defects for 12 months from the Product's original date of delivery, when purchased from an Authorized Dealer. Company's Authorized Dealers are WebstaurantStore, The Restaurant Store, Clark Food Service Equipment, 11400, QuickSupply, and PRO Marketplace. This Warranty applies only to the Product's original purchaser.

Company's liability under this Warranty is limited to the replacement of defective parts or the replacement of the defective Product. In no instance will the cost to replace the Product exceed its original purchase price. In Company's sole discretion, it may provide a refund, in the form of store credit to the Authorized Dealer, of the Product's original purchase price instead of parts or replacement. The prescribed remedy is the SOLE AND EXCLUSIVE REMEDY for claims under this Warranty.

You are solely responsible for determining whether the Product is suitable, effective, or safe for your intended uses. Your intended use should align with Company's marketed use of the Product.

**Eligible Products:** This Warranty applies to Tre Spade branded Products sold through the Authorized Dealers listed above.

## THIS WARRANTY DOES NOT COVER DAMAGE TO THE PRODUCT THAT OCCURS AS A RESULT OF:

- Intentional or accidental misuse, abuse, alterations, or other damage (including, but not limited to, vandalism; impact by foreign objects; improper handling, maintenance, and storage; use of incompatible accessories; or application of harmful chemicals); damage due to fire, flooding, or other Acts of God; damage caused by power surges, brownouts, or inconsistent voltage, such as when connected to a generator;
- Assembly, installation, or use in violation of Company's instructions and guidelines (including, but not limited to, use of the Product in violation of Company's Product-specific restrictions and weight limits);
- Abnormal or unintended uses;
- Ordinary and expected wear and tear (including, but not limited to, wearable parts such as gaskets, bearings, and the like);
- Rust or other damage to Products caused by exposure to moisture;
- Improper utility connection, such as using the wrong voltage, phase, or fuel type;
- Parts and accessories sold without equipment;
- Unless otherwise stated in the product literature, all Company Products are intended for commercial use only;
- Repair service conducted without prior notice to Company, repair service conducted by unauthorized service agents or unqualified persons, or repair service conducted with parts inconsistent with Company's OEM parts, except where permissible by state law.

This Warranty does not apply to parts and accessories (which are sold separately). This Warranty also does not include labor, materials, and expenses that you incur to remove, (re)install, or replace the Product. Failure to notify Company prior to obtaining service may void your Warranty. Company and its Authorized Dealers do not provide reimbursement for service conducted outside of the prescribed warranty process.

THIS LIMITED WARRANTY IS THE ENTIRE, EXPRESS LIMITED WARRANTY FOR THE PRODUCT. ALL OTHER EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED WHERE ALLOWABLE BY LAW. Some states do not allow limitations on warranties, so these limitations may not apply to you.

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These terms govern the Warranty for the customer, unless state laws conflict, in which case state laws apply.

This Warranty supersedes all prior and contemporaneous agreements, representations, or understandings, whether written or oral, relating to the Product. This Warranty may not be amended or altered except by a written statement signed by an authorized representative of Company. Company will not be bound by any statements or representations that go beyond the terms of this Warranty.

COMPANY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES FOR LOST PROFITS, FOR LOSS USE OF THE PROPERTY, FOR DAMAGES TO THE PROPERTY OR ITS CONTENTS OR OCCUPANTS, OR FOR INCONVENIENCE, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER THIS WARRANTY OR OTHERWISE. Some states do not allow for the exclusion or limitation of damages, so these limitations may not apply to you.

Company reserves the right to revise or terminate this Warranty at any time. Only Products purchased from the revision date of this Warranty through the revision date of any subsequent Warranty (or any subsequent termination) will be covered by the Warranty.

This Warranty shall be interpreted exclusively under the laws of the Commonwealth of Pennsylvania.

Unless otherwise stated in the product literature, all Company Products are intended to be installed indoors, in a permanent commercial structure, by a qualified installer where applicable. Any equipment installed outdoors, in a temporary structure, food truck, other mobile application, or in a residence or home-based business shall be covered by a 30-day replacement Warranty through the place of purchase.

All Company Products are only warranted for use in the United States, including Alaska, Hawaii, and Washington, D.C. Any Products sold or shipped outside of the United States and Washington, D.C., including to other United States Territories, shall be covered by a 30-day replacement Warranty, exclusive of freight, tariffs, duties, and other charges, through the place of purchase.

## CLAIMS AND INQUIRIES

To make a claim under this Warranty, you must contact the location where you originally purchased the Product. Claims must be reported no later than 30 days following the discovery of the defect, not to exceed the length of the Warranty following the original date of delivery. Please have your order number available.

[www.WebstaurantStore.com](http://www.WebstaurantStore.com) and [www.TheRestaurantStore.com](http://www.TheRestaurantStore.com): use the live chat feature.

**The Restaurant Store:** contact your local store directly.

**Clark Food Service Equipment, 11400, QuickSupply, and PRO Marketplace:** contact your account manager directly. If you do not know your account manager, please email [service@cfse.biz](mailto:service@cfse.biz).

Company may investigate any claim and test the defective Product during the claim process. Your failure to keep the defective Product and permit an investigation and testing will void this Warranty. You must obtain a return authorization from Company before returning any Product. Any Product returned without an authorization will be refused and all shipping costs will be your responsibility.

This Warranty gives you specific legal rights. You may also have other rights, which vary from state to state. This Warranty is valid only in the United States and Washington, D.C.